

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANCHORAGE LENDING CA LLC, a
Delaware limited liability company,

Plaintiff,

v.

SCOTT D. BENNETT, an individual;
KATHRYN A. BENNETT, an individual;
SCATE LABS, INC., a Washington
corporation; TETON DIGITAL, LLC, a
Wyoming limited liability company; and
TRINITY 1 LLC, a Wyoming limited liability
company,

Defendants.

Case No. 2:24-cv-01744-BJR

STIPULATED PROTECTIVE ORDER

STIPULATION

1. **PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. The parties contemplate that discovery may include the disclosure of documents, data, testimony, information, and other materials that include financial or personally identifying in relation to defendants Scott Bennett and Kate Bennett (collectively, the “Bennetts”) as well as defendants Scate Labs, Inc., Teton

1 Digital, LLC, and Trinity 1 LLC (the “Companies”)’s confidential, non-public, commercially
 2 sensitive, proprietary business information or internal policies. Accordingly, the parties hereby
 3 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
 4 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
 5 protection on all disclosures or responses to discovery, the protection it affords from public
 6 disclosure and use extends only to the limited information or items that are entitled to
 7 confidential treatment under the applicable legal principles, and it does not presumptively entitle
 8 parties to file confidential information under seal.

9 2. **“CONFIDENTIAL” MATERIAL**

10 “Confidential” material shall include the following documents, other information
 11 (regardless of how it is generated, stored or maintained), and tangible things—produced or
 12 otherwise exchanged: all information of a personal or private nature (financial or otherwise), and
 13 all information of a proprietary, financial, technical, and/or commercially sensitive nature of any
 14 sort, whether pertaining to a party or non-party, including but not limited to:

- 15 (a) financial, budgeting, tax, and accounting information;
- 16 (b) information about existing and potential clients, customers, or investors;
- 17 (c) information regarding business strategies, decisions, or negotiations;
- 18 (d) proprietary business procedures, manuals, or policies;
- 19 (e) confidential personal records of employees or former employees;
- 20 (f) personally identifiable information of individuals; and
- 21 (g) any and all other personal, proprietary, or trade secret information pertaining to the
 22 parties and/or their owners, members, directors, agents, or employees, as well as any
 23 proprietary technical information.

24 2.1 **Deposition Transcripts.** Within 14 days after receipt of the final transcript of the
 25 deposition of any party or witness in this case, a party or the witness may designate as
 26 “Confidential” any portion of the transcript that the party or witness contends discloses

1 confidential information. Unless otherwise agreed, the entirety of all deposition transcripts shall
 2 be treated as “Confidential” until the expiration of the 14-day period.

3. **SCOPE**

4 The protections conferred by this agreement cover not only confidential material (as
 5 defined above), but also (1) any information copied or extracted from confidential material; (2)
 6 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
 7 conversations, or presentations by parties or their counsel that might reveal confidential material.

8 However, the protections conferred by this agreement do not cover information that is in
 9 the public domain or becomes part of the public domain through trial or otherwise.

10. **ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

11. 4.1 **Basic Principles.** A receiving party may use confidential material that is disclosed
 12 or produced by another party or by a non-party in connection with this case only for prosecuting,
 13 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
 14 the categories of persons and under the conditions described in this agreement. Confidential
 15 material must be stored and maintained by a receiving party at a location and in a secure manner
 16 that ensures that access is limited to the persons authorized under this agreement.

17. 4.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
 18 ordered by the Court or permitted in writing by the designating party, a receiving party may
 19 disclose any confidential material only to:

20. (a) the receiving party’s counsel of record in this action, as well as employees
 21 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

22. (b) the officers, directors, and employees (including in house counsel) of the
 23 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties
 24 agree that a particular document or material produced is for “Attorney’s Eyes Only” and is so
 25 designated;

26. (c) experts and consultants to whom disclosure is reasonably necessary for

1 this litigation and who have signed the “Acknowledgement and Agreement to Be Bound”
 2 (Exhibit A);

3 (d) the Court, court personnel, and court reporters and their staff;
 4 (e) copy or imaging services retained by counsel to assist in the duplication of
 5 confidential material, provided that counsel for the party retaining the copy or imaging service
 6 instructs the service not to disclose any confidential material to third parties and to immediately
 7 return all originals and copies of any confidential material;

8 (f) during their depositions, witnesses in the action to whom disclosure is
 9 reasonably necessary and who have signed the “Acknowledgement and Agreement to Be Bound”
 10 (Exhibit A), unless otherwise agreed by the designating party or ordered by the Court. Pages of
 11 transcribed deposition testimony or exhibits to depositions that reveal confidential material must
 12 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
 13 under this agreement;

14 (g) Any mediator retained by the parties; and
 15 (h) the author or recipient of a document containing the information or a
 16 custodian or other person who otherwise possessed or knew the information.

17 **4.3 Filing Confidential Material.** Before filing confidential material or discussing or
 18 referencing such material in court filings, the filing party shall confer with the designating party,
 19 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
 20 remove the confidential designation, whether the document can be redacted, or whether a motion
 21 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
 22 designating party must identify the basis for sealing the specific confidential information at issue,
 23 and the filing party shall include this basis in its motion to seal, along with any objection to
 24 sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be
 25 followed and the standards that will be applied when a party seeks permission from the Court to
 26 file material under seal. A party who seeks to maintain the confidentiality of its information must

1 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the
 2 motion to seal. Failure to satisfy the requirement will result in the motion to seal being denied, in
 3 accordance with the strong presumption of public access to the Court's files.

4 5. **DESIGNATING PROTECTED MATERIAL**

5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each party
 or non-party that designates information or items for protection under this agreement must take
 care to limit any such designation to specific material that qualifies under the appropriate
 standards. The designating party must designate for protection only those parts of material,
 documents, items, or oral or written communications that qualify, so that other portions of the
 material, documents, items, or communications for which protection is not warranted are not
 swept unjustifiably within the ambit of this agreement.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
 unnecessarily encumber or delay the case development process or to impose unnecessary
 expenses and burdens on other parties) expose the designating party to sanctions.

If it comes to a designating party's attention that information or items that it designated
 for protection do not qualify for protection, the designating party must promptly notify all other
 parties that it is withdrawing the mistaken designation.

5.2 **Manner and Timing of Designations.** Except as otherwise provided in this
 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or
 ordered, disclosure or discovery material that qualifies for protection under this agreement must
 be clearly so designated before or when the material is disclosed or produced.

(a) **Information in documentary form:** (*e.g.*, paper or electronic documents
 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that
 contains confidential material. If only a portion or portions of the material on a page qualifies for

protection, the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) Testimony given in deposition or in other pretrial proceedings: the parties and any participating non-parties must identify on the record, during the deposition or other pretrial proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at trial, the issue should be addressed during the pre-trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Materials Previously Produced in Other Litigation: The parties expect that materials previously produced by parties and non-parties in *Anchorage Lending CA, LLC v. Scate Ventures Inc.*, 23-2-10112-0 SEA (King Cnty. Super. Ct. 2024) and *Anchorage Lending CA, LLC v. Bennett*, 23-2-00221-09 (Douglas Cnty. Super. Ct. 2023) will be used in this matter. To the extent discovery materials were designated as “Confidential” under the protective orders in place in those actions, they shall be deemed to have been designated as “Confidential” under this order as well.

5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 2 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
 3 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 4 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 5 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 6 original designation is disclosed.

7 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 8 regarding confidential designations without court involvement. Any motion regarding
 9 confidential designations or for a protective order must include a certification, in the motion or in
 10 a declaration or affidavit, that the movant has engaged in a good faith meet and confer
 11 conference with other affected parties to resolve the dispute without court action. The
 12 certification must list the date, manner, and participants to the conference. A good faith effort to
 13 confer requires a face-to-face meeting or a telephone conference.

14 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 15 intervention, the designating party may (subject to any applicable limitations in the Court's
 16 Standing Order For All Civil Cases (Dkt. 17)) file and serve a motion to retain confidentiality
 17 under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The
 18 burden of persuasion in any such motion shall be on the designating party. Frivolous challenges,
 19 and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and
 20 burdens on other parties) may expose the challenging party to sanctions. All parties shall
 21 continue to maintain the material in question as confidential until the court rules on the
 22 challenge.

23 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 24 LITIGATION

25 If a party is served with a subpoena or court order issued in other litigation that compels
 26 disclosure of any information or items designated in this action as "CONFIDENTIAL," that

1 party must:

2 (a) promptly notify the designating party in writing and include a copy of the
 3 subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order to
 5 issue in the other litigation that some or all of the material covered by the subpoena or order is
 6 subject to this agreement. Such notification shall include a copy of this agreement; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued
 8 by the designating party whose confidential material may be affected.

9 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
 11 material to any person or in any circumstance not authorized under this agreement, the receiving
 12 party must immediately (a) notify in writing the designating party of the unauthorized
 13 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
 14 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
 15 this agreement, and (d) request that such person or persons execute the "Acknowledgement and
 16 Agreement to Be Bound" that is attached hereto as Exhibit A.

17 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 18 MATERIAL**

19 When a producing party gives notice to receiving parties that certain inadvertently
 20 produced material is subject to a claim of privilege or other protection, the obligations of the
 21 receiving parties are those set forth in Fed. R. Civ. P. 26(b)(5)(B). This provision is not intended
 22 to modify whatever procedure may be established in an e-discovery order or agreement that
 23 provides for production without prior privilege review. The parties agree to the entry of a non-
 24 waiver order under Fed. R. Evid. 502(d) as set forth herein.

25 **10. NON-TERMINATION AND RETURN OF DOCUMENTS**

26 Within 60 days after the termination of this action, including all appeals, each receiving

1 party must return all confidential material to the producing party, including all copies, extracts
 2 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
 3 destruction.

4 Notwithstanding this provision, each party's counsel of record is entitled to retain one
 5 archival copy of all documents filed with the Court, trial, deposition, and hearing transcripts,
 6 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
 7 consultant and expert work product, even if such materials contain confidential material.

8 The confidentiality obligations imposed by this agreement shall remain in effect until a
 9 designating party agrees otherwise in writing or a court orders otherwise.

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 Respectfully submitted this 24th day of February 2025.

12 MILLER NASH LLP

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
4 documents, electronically stored information (ESI) or other information, whether inadvertent or
5 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or
6 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
7 documents, including the attorney-client privilege, attorney work-product protection, or any
8 other privilege or protection recognized by law. This Order shall be interpreted to provide the
9 maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do
10 not apply. Nothing contained herein is intended to or shall serve to limit a party's right to
11 conduct a review of documents, ESI or other information (including metadata) for relevance,
12 responsiveness, and/or segregation of privileged and/or protected information before production.
13 Information produced in discovery that is protected as privileged or work product shall be
14 immediately returned to the producing party.

ORDERED this 25th day of February 2025.

Barbara Rothstein

The Honorable Barbara J. Rothstein
UNITED STATES DISTRICT JUDGE

EXHIBIT A

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on _____ [month] _____ [day], 2025 in the case of **Anchorage Lending CA LLC v. Scott D. Bennett, et al., Case No. 2:24-cv-01744-BJR**. I agree to comply with and to be bound by all terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

Signature: _____